
State:	Tennessee	Filing Company:	Delta Dental of Tennessee
TOI/Sub-TOI:	H10I Individual Health - Dental/H10I.000 Health - Dental		
Product Name:	Exchange Certified Individual Pediatric Dental		
Project Name/Number:	/		

Filing at a Glance

Company:	Delta Dental of Tennessee
Product Name:	Exchange Certified Individual Pediatric Dental
State:	Tennessee
TOI:	H10I Individual Health - Dental
Sub-TOI:	H10I.000 Health - Dental
Filing Type:	Form/Rate
Date Submitted:	06/05/2013
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SERFF Status:	Assigned
State Tr Num:	H-130814
State Status:	Assigned - Pending Review
Co Tr Num:	

Implementation	01/01/2014
Date Requested:	
Author(s):	Jay Reavis, Robert McDougal
Reviewer(s):	Vicky Stotzer (primary), Melissa Merritt
Disposition Date:	
Disposition Status:	
Implementation Date:	

State Filing Description:
I DEN EX PED P
22384TN001/003 Individual 2014
Individual Exchange Certified Pediatric Dental Plans

State: Tennessee **Filing Company:** Delta Dental of Tennessee
TOI/Sub-TOI: H10I Individual Health - Dental/H10I.000 Health - Dental
Product Name: Exchange Certified Individual Pediatric Dental
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General Information

Project Name: Status of Filing in Domicile:
Project Number: Date Approved in Domicile:
Requested Filing Mode: Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Individual Market Type:
Overall Rate Impact: Filing Status Changed: 06/06/2013
State Status Changed: 06/06/2013
Deemer Date: Created By: Robert McDougal
Submitted By: Robert McDougal Corresponding Filing Tracking Number:
Filing Description:
These are the forms, rates and templates for individual and small group exchange-certified pediatric dental plans.

Company and Contact

Filing Contact Information

Jay Reavis, Vice President jreavis@deltadentaltn.com
240 Venture Circle 615-742-6914 [Phone]
Nashville, TN 37228

Filing Company Information

Delta Dental of Tennessee	CoCode: 54526	State of Domicile: Tennessee
240 Venture Circle	Group Code:	Company Type:
Nashville, TN 37228	Group Name:	State ID Number:
(615) 255-3175 ext. [Phone]	FEIN Number: 62-0812197	

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State:	Tennessee	Filing Company:	Delta Dental of Tennessee
TOI/Sub-TOI:	H10I Individual Health - Dental/H10I.000 Health - Dental		
Product Name:	Exchange Certified Individual Pediatric Dental		
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Form Schedule

Lead Form Number: 22384TN001/003								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Individual Contrat		POL	Initial		43.100	2014 Individual Contract.pdf
2		On Exchange Individual Dec Page		DDP	Initial			2014 Commercial Individual Plan Dec page.pdf
3		Off Exchange Individual Dec Page		DDP	Initial			2014 Individual Contract.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

INDIVIDUAL PREPAID DENTAL CARE SERVICE CONTRACT

ACCEPTANCE AND CONTRACT

The issuance of this signed CONTRACT by DDTN acknowledges acceptance of the SUBSCRIBER'S application for coverage. The coverage detailed in this CONTRACT is extended to the SUBSCRIBER at the rates stated herein. This CONTRACT constitutes the contract between DDTN and the SUBSCRIBER. Coverage is based upon the terms and conditions set out in this CONTRACT including all schedules, endorsements and amendments.

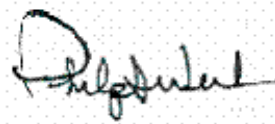
So long as SUBSCRIBER pays the PREMIUM as agreed, DDTN agrees to provide the BENEFITS described in this CONTRACT. BENEFITS will start at 12:01 AM Standard Time on the EFFECTIVE DATE. This CONTRACT will continue for the period of time shown on the Declaration Page. After the initial CONTRACT TERM, DDTN will extend this CONTRACT as described herein. CONTRACT may be ended in accordance with ARTICLE 7. If DDTN does not receive payments in accordance with this CONTRACT, it may suspend payment of claims.

THIS CONTRACT IS RENEWABLE AT THE OPTION OF DELTA DENTAL OF TENNESSEE. THIS CONTRACT IS CANCELABLE BY DELTA DENTAL OF TENNESSEE.

Any changes to the rates, terms or conditions of this CONTRACT will only be effective when issued in writing by DDTN. No agent or broker has the authority to change or waive any provisions of this CONTRACT.

This CONTRACT is issued the effective date stated on the Declaration Page by,

Delta Dental of Tennessee
240 Venture Circle
Nashville, TN 37228
615-255-3175



Philip A. Wenk, D.D.S.

President & Chief Executive Officer

Title

ARTICLE 1. DEFINITIONS

As used in this CONTRACT:

- 1.01** "BENEFITS" means the amounts that DDTN will pay for dental services under this CONTRACT.
- 1.02** "BENEFIT YEAR" is the same 12 month period as the CONTRACT YEAR. No BENEFITS will be allowed before the EFFECTIVE DATE of the MEMBER'S coverage.
- 1.03** "CLAIM FORM" is the standard Attending Dentist Statement form used to file a claim or request predetermination of BENEFITS. CLAIM FORM also includes claims filed with DDTN electronically.
- 1.04** "CONTRACT" is this agreement between DDTN and SUBSCRIBER, including the Application, Declaration Page, all Schedules and all Endorsements and Amendments as issued by DDTN.
- 1.05** "CONTRACT TERM" is the time starting with the EFFECTIVE DATE and ending 12 months later, plus any renewals or extensions unless noted otherwise on the Declaration Page. The CONTRACT TERM will end with the termination or cancellation of the CONTRACT.
- 1.06** "CONTRACT YEAR" is the 12 months starting on the EFFECTIVE DATE and each subsequent 12 months while the CONTRACT is in effect.
- 1.07** "DDTN" is Delta Dental of Tennessee, a Tennessee Not-for-Profit Corporation. As used in this contract, DDTN may refer to Delta Dental of Tennessee acting on its own behalf or acting on behalf of or in conjunction with a member or members of the Delta Dental Plans Association.
- 1.08** "DEDUCTIBLE" is the amount the MEMBER must pay for services in any BENEFIT YEAR before BENEFITS will be paid by DDTN, subject to limitations shown on the Declaration Page.
- 1.09** "DENTIST" is a person licensed to practice dentistry when and where services are performed. DENTIST may also apply to auxiliary personnel legally authorized to perform services under the supervision of a person licensed to practice dentistry.
- 1.10** "DEPENDENT" is a Dependent of a SUBSCRIBER who is enrolled in this program.
- 1.11** "EFFECTIVE DATE" is 12:01 AM at the SUBSCRIBER's address on the date the CONTRACT begins, as shown on the Declaration Page.
- 1.12** "MAXIMUM PLAN ALLOWANCE" is the maximum fee DDTN will pay for a single procedure.
- 1.13** "MEMBER" is a SUBSCRIBER or a DEPENDENT who is enrolled in this dental program.
- 1.14** "NON-PARTICIPATING DENTIST" is any DENTIST who is not a member of DDTN or any other organization that is a member of Delta Dental Plans Association.

- 1.15** "OPEN ENROLLMENT PERIOD" is the last month of each CONTRACT YEAR. During this period, the SUBSCRIBER may change DEPENDENT coverage to be effective on the first day of the next CONTRACT YEAR.
- 1.16** "PARTICIPATING DENTIST" is a licensed DENTIST who is a member of DDTN or any other organization that is a member of Delta Dental Plans Association, and who has agreed to abide by their rules and regulations.
- 1.17** "PREMIUM" is the monthly amount paid by SUBSCRIBER to DDTN to provide coverage under this CONTRACT.
- 1.18** "PREVAILING FEE" is the fee for a single procedure which satisfies the fee of most PARTICIPATING DENTISTS.
- 1.19** "SUBSCRIBER" is the individual named in the Application.

ARTICLE 2. MONTHLY PREMIUMS

- 2.01** SUBSCRIBER will pay PREMIUMS to DDTN at the address shown in ARTICLE 6. DDTN may select any other address. SUBSCRIBER will make timely payment of PREMIUMS based upon the rates shown on the Declaration Page. Payment of PREMIUMS indicates the acceptance of this CONTRACT, its attachments, and later endorsements and amendments.
- 2.02** This CONTRACT will not be in effect until DDTN receives the first and second month's PREMIUM. All PREMIUMS are due at DDTN on the 1st day of the month for which coverage is being extended. PREMIUMS will be deemed late if they have not been received at DDTN by the delinquent date printed on the Declaration Page. If the PREMIUM is not received by the delinquent date, DDTN may stop paying claims until payment is received.
- Should PREMIUMS not be received at DDTN for 30 days after the 1st day of the month for which coverage is being extended, DDTN may cancel coverage in accordance with Article 7.
- 2.03** DDTN may change the rate of monthly PREMIUMS whenever the CONTRACT is amended or renewed.
- 2.04** DDTN will not accept premium payments from the SUBSCRIBER after this CONTRACT is cancelled for non-payment of PREMIUMS. In the event that DDTN does accept the payment of PREMIUMS after the CONTRACT is cancelled, the CONTRACT shall be reinstated. However, DDTN shall not cover the costs of dental services incurred during the 10 day period after the acceptance of PREMIUMS.

ARTICLE 3. LIMITATIONS AND EXCLUSIONS FOR ALL BENEFITS

- 3.01** DDTN will only pay the BENEFITS stated for each type of dental service described in the schedule or schedules of benefits. Not all dental services are BENEFITS under this contract. BENEFITS will only be provided for MEMBERS who are enrolled on the date of treatment. BENEFITS will be based on the date services were completed. Services must be provided by a DENTIST or properly licensed employee of DENTIST. To be a paid BENEFIT, services must be necessary and must be provided by generally accepted dental

practice standards, as determined by the dental profession. DDTN will pay allowable BENEFITS based upon the percentages shown on the Declaration Page. Such percentages will be applied to the lesser of the MAXIMUM PLAN ALLOWANCE or the fees the DENTIST charges for the service. The MAXIMUM PLAN ALLOWANCE for in state NON PARTICIPATING DENTISTS is limited to the PREVAILING FEE. Out of state NON PARTICIPATING DENTISTS are paid in accordance with each state's local business rules from information provided from the National Provider File.

DDTN will govern this plan as a DELTA USA program. A DELTA USA program is a program where DDTN and other Participating Plans have agreed to provide to MEMBERS the BENEFITS set forth in the CONTRACT. DDTN shall be the Control Plan for this CONTRACT. DDTN may act for itself and on behalf of each Participating Plan, for the purposes herein cited.

3.02

OPTIONAL SERVICES

- a) In cases where alternate or optional methods of treatment exist, BENEFITS are provided for the least costly professionally accepted treatment. This determination is not intended to reflect negatively on the DENTIST's treatment plan or to recommend which treatment should be provided. It is a determination of BENEFITS under terms of the MEMBER's coverage. The DENTIST and MEMBER should decide the course of treatment. If the treatment rendered is other than the covered BENEFIT, the difference between DDTN's allowance and the DENTIST's fee, up to the approved amount, for the actual treatment rendered is due from the MEMBER.
- b) Payment made by DDTN for any surgical service will include charges for routine post-operative exams or visits.
- c) In the event a MEMBER transfers from one DENTIST to another during the course of care, DDTN may limit BENEFITS. DDTN will limit BENEFITS to the amount that would have been paid had only one DENTIST rendered the service.

3.03

EXCLUSIONS

DDTN does not pay BENEFITS for:

- a) Treatment of injury or illness covered by Workers' Compensation or Employer's Liability Laws.
- b) Services received without cost from any federal, state or local agency. This exclusion will not apply if prohibited by law.
- c) Cosmetic surgery or procedures for purely cosmetic reasons.
- d) Services for congenital (hereditary) or developmental malformations. Such malformations include, but are not limited to, cleft palate, upper and lower jaw malformations. This does not exclude those services provided under Orthodontic BENEFITS, if covered.
- e) Treatment to restore tooth structure lost from wear.
- f) Treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion; or treatment to stabilize the teeth. For example: equilibration, periodontal splinting and double abutments on bridges.

- g) Oral hygiene and dietary instructions, treatment for desensitizing teeth, prescribed drugs or other medication, experimental procedures, conscious sedation, and extra oral grafts (grafting of tissues from outside the mouth to oral tissues).
- h) Charges by any hospital or other surgical or treatment facility and any additional fees charged by the DENTIST for treatment in any such facility.
- i) Diagnosis or treatment for any disturbance of the temporomandibular joints (jaw joints) or myofacial pain dysfunction.
- j) Services by a DENTIST beyond the scope of his license.
- k) Dental services for which the MEMBER incurs no charge.
- l) Dental services where charges for such care exceed the charge that would have been made and actually collected if no coverage existed.
- m) General Anesthesia or I.V. Sedation is a BENEFIT only when administered by a properly licensed DENTIST. It must be take place in a dental office in conjunction with covered surgical procedures or when necessary due to concurrent medical conditions.
- n) DDTN will apply the limitations and exclusions of this benefit plan based upon the MEMBER's complete and prior history as reflected in DDTN's records.

3.04 No change in BENEFITS will become effective during a CONTRACT TERM unless SUBSCRIBER and DDTN agree in writing.

3.05 Please note that certain Covered Services provided to individuals under the age of 19 are considered Essential Health Benefits (EHB) and are subject to specific rules concerning applicable Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations. In the event an individual under the age of 19 receives a Covered Service designated as an Essential Health Benefit, the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations found in the Schedule of Benefits shall be controlling. In no event will the general frequency limitations set forth in this CONTRACT apply to any of the Covered Services listed as Essential Health Benefits in the Schedule of Benefits. The remaining general exclusions and limitations found in this Contract shall only apply to Covered Services designated as Essential Health Benefits to the extent those general exclusions and limitations do not conflict with the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations found in the Schedule of Benefits.

ARTICLE 4. DEDUCTIBLE, MAXIMUM AND COORDINATION OF BENEFITS

4.01 DDTN will not pay BENEFITS until the contract year DEDUCTIBLE amount has been met. The contract year DEDUCTIBLE per MEMBER and/or per family is shown on the Declaration Page. The DEDUCTIBLE will apply for the contract year unless noted on the Declaration Page.

4.02 The DEDUCTIBLE applies to the benefit types as shown on Declaration Page. Only fees a MEMBER pays for services covered under the benefit schedules included in this CONTRACT will count toward satisfying the DEDUCTIBLE.

4.03 The DEDUCTIBLE and MAXIMUMS apply each CONTRACT YEAR.

4.04 MAXIMUM

DDTN will pay up to the Maximum Amount shown on Declaration Page.

4.05 OUT-OF-POCKET MAXIMUM

The maximum amount that the Subscriber or their Eligible Dependent will pay for Covered Services during the Benefit Year as set forth in the Declaration Page.

4.06 COORDINATION OF BENEFITS

If a MEMBER is entitled to coverage under more than one insurance policy or benefit program, the BENEFITS of this CONTRACT will be subject to the following conditions:

- a) If the other program is not primarily a dental program, this program is primary.
- b) If the other program is for dental coverage, the following rules are applied:
 - 1. The program covering the patient as an employee is primary over a program covering the patient as a dependent.
 - 2. Where the patient is a dependent child: primary dental coverage will be determined by the date of birth of the parents. The coverage of the parent whose date of birth occurs earlier in the calendar year will be primary. For a dependent child of legally separated or divorced parents, the coverage of the parent with legal custody, or the coverage of the custodial parent's spouse (i.e. stepparent) will be primary.
 - 3. If there is a court decree stating that one parent has financial responsibility for a child's health care expenses, any dependent coverage of that parent will be primary to any other dependent coverage.
- c) When primary coverage cannot be determined according to a) and b), the program which has covered the patient for the longer period will be primary.

If this coverage is primary, BENEFITS will be provided without regard to any other coverage. If this coverage is not primary, BENEFITS are limited to services which are BENEFITS of this CONTRACT that are not fully paid by any other coverage.

ARTICLE 5. CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED

5.01 CHOICE OF DENTIST. DDTN does not furnish covered services directly. DDTN pays for licensed DENTISTS to provide these services. A MEMBER may choose any DENTIST. MEMBERS should decide for themselves the professional qualification of the DENTIST they select. In Tennessee, participation in DDTN is open to all DENTISTS who are licensed in Tennessee. DENTISTS may not have previously had their participation in DDTN terminated for cause. Whether a DENTIST is a PARTICIPATING or NON-PARTICIPATING DENTIST should not be viewed as a statement about that DENTIST'S ability.

DDTN shares the public and professional concern about the possible spread of HIV and other infectious diseases in the dental office. However, DDTN cannot ensure your DENTIST'S use of precautions against the spread of such diseases. DDTN cannot compel your DENTIST to be tested for HIV or to disclose test results to DDTN or to you. DDTN informs its PARTICIPATING DENTISTS about the need for clinical safety measures as recommended by health authorities on this issue. If you have questions about your DENTIST'S health status or use of recommended clinical safety measures, you should discuss them with your DENTIST.

DDTN is not liable for any injuries or damages suffered due to the actions of any provider. DDTN is not liable for a DENTIST's refusal or failure to provide services.

5.02 CLINICAL EXAMINATION. Before approving a claim, DDTN may obtain from any DENTIST or hospital such information and records DDTN may require to administer the BENEFITS. DDTN may require a MEMBER be examined by a dental consultant, retained by DDTN, in or near his community or residence. Such information and records will be kept confidential.

5.03 CLAIM FOR BENEFITS. To make a claim for BENEFITS, the CLAIM FORM must be properly completed and submitted to DDTN or its designated agent. Electronic claims may be accepted. The DENTIST must maintain the supporting documentation. CLAIM FORMS should be sent to:

Delta Dental
P O Box 9085
Farmington Hills, MI 48333-9085

5.04 PREDETERMINATION. A DENTIST may file a CLAIM FORM showing the services he or she recommends. DDTN then will predetermine the BENEFITS payable under this CONTRACT. Payment will only be made for predetermined services if the MEMBER remains eligible and has not exceeded his or her annual maximum BENEFITS. A CLAIM FORM requesting a predetermination may be submitted electronically.

5.05 PROOF OF LOSS. Proof of loss must be furnished to DDTN within 15 months after completion of treatment for which BENEFITS are payable. Any claim filed after this period will be denied.

5.06 FIRST AND SECOND LEVEL REVIEW OF CLAIMS DENIAL. After a claim is processed, DDTN will send an Explanation of Benefits (EOB) to the SUBSCRIBER. If any payment for services was denied, the EOB will give the reason why. A SUBSCRIBER has 180 days after receiving an EOB to request a first level review. All requests for review must be submitted to DDTN in writing. All requests for review must give reasons the denial was wrong. The SUBSCRIBER may also ask to look at any records to aid his or her review. DDTN will make a review and may ask for more documents if needed. Unless unusual circumstances arise, a decision will be sent to the subscriber within 30 days after DDTN receives the request for review.

If the SUBSCRIBER does not agree with the first level review decision, he or she may refer the request for review to the Professional Relations Advisory Committee of DDTN. This second level review must be in writing and received by DDTN within a reasonable time after the SUBSCRIBER receives the first level review decision. Unless unusual circumstances arise, a decision will be sent to the SUBSCRIBER within 30 days after DDTN receives the request for second level review.

If the subscriber does not agree with the second level review decision, he or she may file civil action in court.

5.07 TERMINATION OF BENEFITS ON LOSS OF ELIGIBILITY. DDTN will not pay BENEFITS for any services received by a patient who is not eligible at the time of treatment. SUBSCRIBER will repay DDTN for any payments made because of errors or delays in reporting required of the SUBSCRIBER.

5.08 TO WHOM BENEFITS ARE PAID. BENEFITS provided under this CONTRACT will be paid as follows:

- a) For services provided by a PARTICIPATING DENTIST, payment will be made to the PARTICIPATING DENTIST.
- b) For services provided by a NON-PARTICIPATING DENTIST, payment will be made to SUBSCRIBER. Payment may be assigned to the DENTIST.

ARTICLE 6. GENERAL PROVISIONS

6.01 ENTIRE CONTRACT: CHANGES. This CONTRACT, including Schedules, the Application, Declaration Page and any Endorsements or Amendments issued by DDTN make up the entire agreement between the parties. No agent has authority to change this CONTRACT. No agent has authority to waive any of its provisions. No change in this CONTRACT will be valid unless made in writing and issued by DDTN.

6.02 SEVERABILITY. If any part of this CONTRACT or any amendment is found to be illegal, void or not enforceable, all other portions will remain in full force and effect.

6.03 CONFORMITY WITH STATE LAWS. The laws of the State of Tennessee will govern this CONTRACT. Any part of this CONTRACT which, on its EFFECTIVE DATE, conflicts with the laws of Tennessee is hereby amended to conform to the minimum requirements of such laws.

6.04 LEGAL ACTIONS. No action at law or in equity will be brought before 60 days after proof of loss has been filed as required by this CONTRACT. Any action must be brought within 3 years from the time proof of loss is required by this CONTRACT. In any case, action may only be brought after a MEMBER has exercised all the review and appeal rights to be had under this CONTRACT.

6.05 CHOICE OF JURISDICTION. All litigation related to the terms or conditions of this CONTRACT will be in a court of competent jurisdiction in Davidson County, Tennessee.

6.06 APPLICATION CONFLICTS. The terms of the CONTRACT, Schedules of Benefits and Declaration Page, along with any Amendments or Endorsements issued by DDTN, will, in all cases, be controlling. In the case of a conflict with the SUBSCRIBER Application, the CONTRACT, Schedules of Benefits and Declaration Pages along with any Amendments or Endorsements issued by DDTN will govern.

6.07 PROFESSIONAL RELATIONSHIP. SUBSCRIBER and DDTN agree to permit and encourage the professional relationship between DENTIST and patient to be maintained without interference.

6.08 NOTICE: WHERE DIRECTED. All notices under this CONTRACT must be in writing. Notices for DDTN will be addressed to:

Delta Dental of Tennessee
Greenwood Service Center
1405 West County Line Road, Ste. C
Greenwood, IN 46142

Notices to the SUBSCRIBER will be sent to the address shown on the Declaration Page. All notices will be effective 48 hours after deposit in the United States mail with fully prepaid postage. If agreed to in writing by SUBSCRIBER, DDTN may send notices electronically to the electronic mail address listed on the SUBSCRIBER application or other electronic mail address as requested by the SUBSCRIBER.

6.09 RIGHT TO RECOVERY. DDTN will have the right to recover any BENEFITS greater than the maximum amount of allowable BENEFITS. DDTN will recover the excess from any persons to whom the payment was made, insurance companies or other parties involved. Any MEMBER covered under this CONTRACT will execute and deliver any necessary documents and do whatever is needed to secure such rights to DDTN.

6.10 SUBROGATION. DDTN assumes the MEMBER'S legal rights to recovery for payment for dental services the patient required because of the action or fault of another. DDTN has the right to recover from the MEMBER any payments made by or for the other party. In such cases, DDTN has the right to recover amounts equal to the BENEFITS paid by DDTN plus all collection cost.

DDTN has the right to make the recovery by suit, settlement or otherwise from the person who caused the dental problem or injury. Such recovery may be from the other person, his or her insurance company, or any other source such as third party motorist coverage. Such recovery from a judgment must be for medical expenses.

The MEMBER must help DDTN make a recovery. They must give requested information and sign needed papers. DDTN will be entitled to any recovery received by the MEMBER. DDTN will be entitled to reasonable and necessary attorney's fees and court costs.

6.11 AMENDMENTS. This CONTRACT may be amended or canceled by agreement between DDTN and SUBSCRIBER.

6.12 COLLECTIONS. Should any payment owed DDTN by SUBSCRIBER be due for more than 30 days, DDTN may pursue any and all collection efforts it deems necessary to collect such payment. SUBSCRIBER will be responsible for all cost of such collection efforts including but not limited to collection fees, court cost and reasonable legal fees.

6.13 SUBCONTRACTOR(S) AND AGENT(S). DDTN may subcontract certain functions or appoint an agent or agents to act on DDTN's behalf and fulfill expressed, limited duties under this contract. Such agent(s) have no authority to change or modify this agreement.

6.14 SUBSCRIBER APPLICATION. No statement by the SUBSCRIBER in the Application for Dental Coverage shall void this CONTRACT or be used in legal proceedings, unless the Application or exact copy is included in or attached to this CONTRACT.

ARTICLE 7. RENEWAL AND CANCELLATION

7.01 At the end of CONTRACT TERM, DDTN must give the SUBSCRIBER 30 days notice of any change of PREMIUM or BENEFITS. Such notice will renew the CONTRACT unless SUBSCRIBER provides written notice of cancellation.

7.02 This CONTRACT may be canceled only as follows:

- a) By SUBSCRIBER with at least 15 days prior written notice at the end of a CONTRACT TERM.
- b) By DDTN with at least 30 days prior written notice at the end of a CONTRACT TERM.
- c) By DDTN, if SUBSCRIBER:
 - 1) does not pay PREMIUM, as required by ARTICLE 2; or
 - 2) misrepresents any information required in the CONTRACT or on the Application for Dental Coverage; or

7.03 DDTN must give SUBSCRIBER at least 10 days written notice to cancel the CONTRACT because SUBSCRIBER did not pay PREMIUM. Such notice shall allow a 30 day grace period from the PREMIUM due date. Cancellation for any other reason requires 30 days written notice.

If the CONTRACT is canceled, SUBSCRIBER will owe DDTN all unpaid PREMIUMS due prior to cancellation. SUBSCRIBER must pay DDTN PREMIUMS through the cancellation date within 10 days of cancellation. DDTN may collect the greater of any unpaid premium or the reimbursement for any claim payments made. DDTN may also collect a service fee equal to 12% of the claim payments.

7.04 DDTN will not continue to pay BENEFITS for services performed after the cancellation date of this CONTRACT.

ARTICLE 8. ATTACHMENTS

These documents are attached to this CONTRACT and made a part of it:

SCHEDULE A - SCHEDULE OF BENEFITS, LIMITATIONS AND EXCLUSIONS.

SCHEDULE C - ELIGIBILITY AND ENROLLMENT

Application for Dental Coverage (if applicable)

Declaration Page



**Delta Dental of Tennessee
Individual Plan [1-2]
Declaration Page**

Last Name _____ First Name _____
Address _____
City _____ State TN Zip _____
Effective Date _____ Contract Term 12 Months
Benefit Year _____ Contract Year (the 12 months following the Effective Date) _____

Type of Coverage: Delta Dental PPO Billing ID# _____

Eligibility Requirements

Subscriber must reside in the state of Tennessee

Monthly Premiums

Basis of Payment: ☒ Prepaid Dental Plan

	Monthly Premium	Monthly Billing Fee	Total Monthly Rate	Annual Premium
Subscriber only	[\$XX.XX]	\$ 1.50	[\$XX.XX] + \$1.50	[\$XX.XX] * 12
Subscriber + 1 dependent	[\$XX.XX]	\$ 1.50	[\$XX.XX] + \$1.50	[\$XX.XX] * 12
Subscriber + 2 or more dependents	[\$XX.XX]	\$ 1.50	[\$XX.XX] + \$1.50	[\$XX.XX] * 12

PREMIUMS will be deemed delinquent if not received by the 5th of each month.

Non-EHB Covered Services

[includes all Covered Services that are not Essential Health Benefits as defined by the Patient Protection and Affordable Care Act.]

Co-insurance percentage to be paid by Delta Dental of Tennessee (subject to DEDUCTIBLES and maximums):

	<u>In-Network</u>	<u>Out-of-Network</u>	<u>Benefit Waiting Period</u>
Diagnostic and Preventive	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Sealants	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Basic Services	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Fillings	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Endodontics	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Periodontics	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Complex Oral Surgery	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Major Restorative	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Prosthodontics	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Implants	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>

Deductibles for each Contract Year shall be: Per Member [\$0-\$250]
Maximum per family [\$0-\$750]

The deductible does not apply to In-Network Diagnostic and Preventive benefits.

Maximum Amounts Payable

The Contract Year annual maximum payment by DDTN shall not exceed: [\$0-\$2000]

***[Office Visit Co-Payment]**

There is a \$20 office visit co-payment that applies to Diagnostic and Preventive Services.]

Age Limit

The Child Dependent age limit is 26.

EHB Covered Services**For individuals under the age of 19**

Co-insurance percentage to be paid by Delta Dental of Tennessee (subject to DEDUCTIBLES and maximums):

	<u>In-Network</u>	<u>Out-of-Network</u>	<u>Benefit Waiting Period</u>
Diagnostic and Preventive	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Sealants	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Basic Services	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Fillings	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Endodontics	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Periodontics	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Complex Oral Surgery	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Major Restorative	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Prosthodontics	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Implants	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Medically Necessary	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>
Orthodontia	<u>[0-100%]</u>	<u>[0-100%]</u>	<u>[0-24 Months]</u>

Deductibles for each Contract Year shall be:

Per Member	<u>[\$0-\$250]</u>
Maximum per family	<u>[\$0-\$750]</u>

The deductible does not apply to In-Network Diagnostic and Preventive benefits.

Maximum Amounts Payable

The maximum payment by DDTN shall not exceed: No annual or lifetime maximums

In-Network Out-of-Pocket Maximum for EHB Covered Services – An Out-of-Pocket Maximum is the maximum amount that you or an Eligible Dependent will pay for Covered Services throughout a Benefit Year. For all In-Network EHB Covered Services provided to individuals under the age of 19, your maximum out-of-pocket payments under this Certificate shall be \$700 per Benefit Year if this Certificate covers one individual under the age of 19, or \$1400 per Benefit Year if this Certificate covers two or more individuals under the age of 19. Any Copayments, Deductibles or other out-of-pocket expenses paid by you for In-Network EHB Covered Services provided to individuals under the age of 19 shall count toward that In-Network Out-of-Pocket Maximum. The In-Network Out-of-Pocket Maximum will not include any amounts paid for the following: (i) premiums; (ii) payments made by you for Non-Covered Services; (iii) payments made by you to Out-of-Network Dentists; (iv) Copayments, Deductibles or other out-of-pocket expenses paid by you for services other than EHB Covered Services; or (v) Copayments, Deductibles or other out-of-pocket expenses paid by you for EHB Covered Services provided to individuals 19 years of age and older. Once your applicable In-Network Out-of-Pocket Maximum is reached for the Benefit Year, all In-Network EHB Covered Services provided to individuals under the age of 19 will be covered at 100% of the Maximum Approved Fee.

Out-of-Network Out-of-Pocket Maximum for EHB Covered Services –There is no annual Out-of-Pocket Maximum for Out-of-Network EHB Covered Services. You will be responsible for all Copayments, Deductibles, Balanced Billing Amounts and other out-of-pocket expenses associated with all Out-of-Network EHB Covered Services provided to you or your Eligible Dependent throughout the Benefit Year.

INDIVIDUAL PREPAID DENTAL CARE SERVICE CONTRACT

ACCEPTANCE AND CONTRACT

The issuance of this signed CONTRACT by DDTN acknowledges acceptance of the SUBSCRIBER'S application for coverage. The coverage detailed in this CONTRACT is extended to the SUBSCRIBER at the rates stated herein. This CONTRACT constitutes the contract between DDTN and the SUBSCRIBER. Coverage is based upon the terms and conditions set out in this CONTRACT including all schedules, endorsements and amendments.

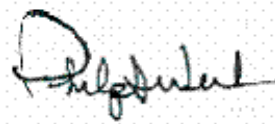
So long as SUBSCRIBER pays the PREMIUM as agreed, DDTN agrees to provide the BENEFITS described in this CONTRACT. BENEFITS will start at 12:01 AM Standard Time on the EFFECTIVE DATE. This CONTRACT will continue for the period of time shown on the Declaration Page. After the initial CONTRACT TERM, DDTN will extend this CONTRACT as described herein. CONTRACT may be ended in accordance with ARTICLE 7. If DDTN does not receive payments in accordance with this CONTRACT, it may suspend payment of claims.

THIS CONTRACT IS RENEWABLE AT THE OPTION OF DELTA DENTAL OF TENNESSEE. THIS CONTRACT IS CANCELABLE BY DELTA DENTAL OF TENNESSEE.

Any changes to the rates, terms or conditions of this CONTRACT will only be effective when issued in writing by DDTN. No agent or broker has the authority to change or waive any provisions of this CONTRACT.

This CONTRACT is issued the effective date stated on the Declaration Page by,

Delta Dental of Tennessee
240 Venture Circle
Nashville, TN 37228
615-255-3175



Philip A. Wenk, D.D.S.

President & Chief Executive Officer

Title

ARTICLE 1. DEFINITIONS

As used in this CONTRACT:

- 1.01** "BENEFITS" means the amounts that DDTN will pay for dental services under this CONTRACT.
- 1.02** "BENEFIT YEAR" is the same 12 month period as the CONTRACT YEAR. No BENEFITS will be allowed before the EFFECTIVE DATE of the MEMBER'S coverage.
- 1.03** "CLAIM FORM" is the standard Attending Dentist Statement form used to file a claim or request predetermination of BENEFITS. CLAIM FORM also includes claims filed with DDTN electronically.
- 1.04** "CONTRACT" is this agreement between DDTN and SUBSCRIBER, including the Application, Declaration Page, all Schedules and all Endorsements and Amendments as issued by DDTN.
- 1.05** "CONTRACT TERM" is the time starting with the EFFECTIVE DATE and ending 12 months later, plus any renewals or extensions unless noted otherwise on the Declaration Page. The CONTRACT TERM will end with the termination or cancellation of the CONTRACT.
- 1.06** "CONTRACT YEAR" is the 12 months starting on the EFFECTIVE DATE and each subsequent 12 months while the CONTRACT is in effect.
- 1.07** "DDTN" is Delta Dental of Tennessee, a Tennessee Not-for-Profit Corporation. As used in this contract, DDTN may refer to Delta Dental of Tennessee acting on its own behalf or acting on behalf of or in conjunction with a member or members of the Delta Dental Plans Association.
- 1.08** "DEDUCTIBLE" is the amount the MEMBER must pay for services in any BENEFIT YEAR before BENEFITS will be paid by DDTN, subject to limitations shown on the Declaration Page.
- 1.09** "DENTIST" is a person licensed to practice dentistry when and where services are performed. DENTIST may also apply to auxiliary personnel legally authorized to perform services under the supervision of a person licensed to practice dentistry.
- 1.10** "DEPENDENT" is a Dependent of a SUBSCRIBER who is enrolled in this program.
- 1.11** "EFFECTIVE DATE" is 12:01 AM at the SUBSCRIBER's address on the date the CONTRACT begins, as shown on the Declaration Page.
- 1.12** "MAXIMUM PLAN ALLOWANCE" is the maximum fee DDTN will pay for a single procedure.
- 1.13** "MEMBER" is a SUBSCRIBER or a DEPENDENT who is enrolled in this dental program.
- 1.14** "NON-PARTICIPATING DENTIST" is any DENTIST who is not a member of DDTN or any other organization that is a member of Delta Dental Plans Association.

- 1.15** "OPEN ENROLLMENT PERIOD" is the last month of each CONTRACT YEAR. During this period, the SUBSCRIBER may change DEPENDENT coverage to be effective on the first day of the next CONTRACT YEAR.
- 1.16** "PARTICIPATING DENTIST" is a licensed DENTIST who is a member of DDTN or any other organization that is a member of Delta Dental Plans Association, and who has agreed to abide by their rules and regulations.
- 1.17** "PREMIUM" is the monthly amount paid by SUBSCRIBER to DDTN to provide coverage under this CONTRACT.
- 1.18** "PREVAILING FEE" is the fee for a single procedure which satisfies the fee of most PARTICIPATING DENTISTS.
- 1.19** "SUBSCRIBER" is the individual named in the Application.

ARTICLE 2. MONTHLY PREMIUMS

- 2.01** SUBSCRIBER will pay PREMIUMS to DDTN at the address shown in ARTICLE 6. DDTN may select any other address. SUBSCRIBER will make timely payment of PREMIUMS based upon the rates shown on the Declaration Page. Payment of PREMIUMS indicates the acceptance of this CONTRACT, its attachments, and later endorsements and amendments.
- 2.02** This CONTRACT will not be in effect until DDTN receives the first and second month's PREMIUM. All PREMIUMS are due at DDTN on the 1st day of the month for which coverage is being extended. PREMIUMS will be deemed late if they have not been received at DDTN by the delinquent date printed on the Declaration Page. If the PREMIUM is not received by the delinquent date, DDTN may stop paying claims until payment is received.
- Should PREMIUMS not be received at DDTN for 30 days after the 1st day of the month for which coverage is being extended, DDTN may cancel coverage in accordance with Article 7.
- 2.03** DDTN may change the rate of monthly PREMIUMS whenever the CONTRACT is amended or renewed.
- 2.04** DDTN will not accept premium payments from the SUBSCRIBER after this CONTRACT is cancelled for non-payment of PREMIUMS. In the event that DDTN does accept the payment of PREMIUMS after the CONTRACT is cancelled, the CONTRACT shall be reinstated. However, DDTN shall not cover the costs of dental services incurred during the 10 day period after the acceptance of PREMIUMS.

ARTICLE 3. LIMITATIONS AND EXCLUSIONS FOR ALL BENEFITS

- 3.01** DDTN will only pay the BENEFITS stated for each type of dental service described in the schedule or schedules of benefits. Not all dental services are BENEFITS under this contract. BENEFITS will only be provided for MEMBERS who are enrolled on the date of treatment. BENEFITS will be based on the date services were completed. Services must be provided by a DENTIST or properly licensed employee of DENTIST. To be a paid BENEFIT, services must be necessary and must be provided by generally accepted dental

practice standards, as determined by the dental profession. DDTN will pay allowable BENEFITS based upon the percentages shown on the Declaration Page. Such percentages will be applied to the lesser of the MAXIMUM PLAN ALLOWANCE or the fees the DENTIST charges for the service. The MAXIMUM PLAN ALLOWANCE for in state NON PARTICIPATING DENTISTS is limited to the PREVAILING FEE. Out of state NON PARTICIPATING DENTISTS are paid in accordance with each state's local business rules from information provided from the National Provider File.

DDTN will govern this plan as a DELTA USA program. A DELTA USA program is a program where DDTN and other Participating Plans have agreed to provide to MEMBERS the BENEFITS set forth in the CONTRACT. DDTN shall be the Control Plan for this CONTRACT. DDTN may act for itself and on behalf of each Participating Plan, for the purposes herein cited.

3.02

OPTIONAL SERVICES

- a) In cases where alternate or optional methods of treatment exist, BENEFITS are provided for the least costly professionally accepted treatment. This determination is not intended to reflect negatively on the DENTIST's treatment plan or to recommend which treatment should be provided. It is a determination of BENEFITS under terms of the MEMBER's coverage. The DENTIST and MEMBER should decide the course of treatment. If the treatment rendered is other than the covered BENEFIT, the difference between DDTN's allowance and the DENTIST's fee, up to the approved amount, for the actual treatment rendered is due from the MEMBER.
- b) Payment made by DDTN for any surgical service will include charges for routine post-operative exams or visits.
- c) In the event a MEMBER transfers from one DENTIST to another during the course of care, DDTN may limit BENEFITS. DDTN will limit BENEFITS to the amount that would have been paid had only one DENTIST rendered the service.

3.03

EXCLUSIONS

DDTN does not pay BENEFITS for:

- a) Treatment of injury or illness covered by Workers' Compensation or Employer's Liability Laws.
- b) Services received without cost from any federal, state or local agency. This exclusion will not apply if prohibited by law.
- c) Cosmetic surgery or procedures for purely cosmetic reasons.
- d) Services for congenital (hereditary) or developmental malformations. Such malformations include, but are not limited to, cleft palate, upper and lower jaw malformations. This does not exclude those services provided under Orthodontic BENEFITS, if covered.
- e) Treatment to restore tooth structure lost from wear.
- f) Treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion; or treatment to stabilize the teeth. For example: equilibration, periodontal splinting and double abutments on bridges.

- g) Oral hygiene and dietary instructions, treatment for desensitizing teeth, prescribed drugs or other medication, experimental procedures, conscious sedation, and extra oral grafts (grafting of tissues from outside the mouth to oral tissues).
- h) Charges by any hospital or other surgical or treatment facility and any additional fees charged by the DENTIST for treatment in any such facility.
- i) Diagnosis or treatment for any disturbance of the temporomandibular joints (jaw joints) or myofacial pain dysfunction.
- j) Services by a DENTIST beyond the scope of his license.
- k) Dental services for which the MEMBER incurs no charge.
- l) Dental services where charges for such care exceed the charge that would have been made and actually collected if no coverage existed.
- m) General Anesthesia or I.V. Sedation is a BENEFIT only when administered by a properly licensed DENTIST. It must be take place in a dental office in conjunction with covered surgical procedures or when necessary due to concurrent medical conditions.
- n) DDTN will apply the limitations and exclusions of this benefit plan based upon the MEMBER's complete and prior history as reflected in DDTN's records.

3.04 No change in BENEFITS will become effective during a CONTRACT TERM unless SUBSCRIBER and DDTN agree in writing.

3.05 Please note that certain Covered Services provided to individuals under the age of 19 are considered Essential Health Benefits (EHB) and are subject to specific rules concerning applicable Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations. In the event an individual under the age of 19 receives a Covered Service designated as an Essential Health Benefit, the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations found in the Schedule of Benefits shall be controlling. In no event will the general frequency limitations set forth in this CONTRACT apply to any of the Covered Services listed as Essential Health Benefits in the Schedule of Benefits. The remaining general exclusions and limitations found in this Contract shall only apply to Covered Services designated as Essential Health Benefits to the extent those general exclusions and limitations do not conflict with the specific Copayments, Out-of-Pocket Maximums, Maximum Payments, Deductibles, Waiting Periods and frequency limitations found in the Schedule of Benefits.

ARTICLE 4. DEDUCTIBLE, MAXIMUM AND COORDINATION OF BENEFITS

4.01 DDTN will not pay BENEFITS until the contract year DEDUCTIBLE amount has been met. The contract year DEDUCTIBLE per MEMBER and/or per family is shown on the Declaration Page. The DEDUCTIBLE will apply for the contract year unless noted on the Declaration Page.

4.02 The DEDUCTIBLE applies to the benefit types as shown on Declaration Page. Only fees a MEMBER pays for services covered under the benefit schedules included in this CONTRACT will count toward satisfying the DEDUCTIBLE.

4.03 The DEDUCTIBLE and MAXIMUMS apply each CONTRACT YEAR.

4.04 MAXIMUM

DDTN will pay up to the Maximum Amount shown on Declaration Page.

4.05 OUT-OF-POCKET MAXIMUM

The maximum amount that the Subscriber or their Eligible Dependent will pay for Covered Services during the Benefit Year as set forth in the Declaration Page.

4.06 COORDINATION OF BENEFITS

If a MEMBER is entitled to coverage under more than one insurance policy or benefit program, the BENEFITS of this CONTRACT will be subject to the following conditions:

- a) If the other program is not primarily a dental program, this program is primary.
- b) If the other program is for dental coverage, the following rules are applied:
 - 1. The program covering the patient as an employee is primary over a program covering the patient as a dependent.
 - 2. Where the patient is a dependent child: primary dental coverage will be determined by the date of birth of the parents. The coverage of the parent whose date of birth occurs earlier in the calendar year will be primary. For a dependent child of legally separated or divorced parents, the coverage of the parent with legal custody, or the coverage of the custodial parent's spouse (i.e. stepparent) will be primary.
 - 3. If there is a court decree stating that one parent has financial responsibility for a child's health care expenses, any dependent coverage of that parent will be primary to any other dependent coverage.
- c) When primary coverage cannot be determined according to a) and b), the program which has covered the patient for the longer period will be primary.

If this coverage is primary, BENEFITS will be provided without regard to any other coverage. If this coverage is not primary, BENEFITS are limited to services which are BENEFITS of this CONTRACT that are not fully paid by any other coverage.

ARTICLE 5. CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED

5.01 CHOICE OF DENTIST. DDTN does not furnish covered services directly. DDTN pays for licensed DENTISTS to provide these services. A MEMBER may choose any DENTIST. MEMBERS should decide for themselves the professional qualification of the DENTIST they select. In Tennessee, participation in DDTN is open to all DENTISTS who are licensed in Tennessee. DENTISTS may not have previously had their participation in DDTN terminated for cause. Whether a DENTIST is a PARTICIPATING or NON-PARTICIPATING DENTIST should not be viewed as a statement about that DENTIST'S ability.

DDTN shares the public and professional concern about the possible spread of HIV and other infectious diseases in the dental office. However, DDTN cannot ensure your DENTIST'S use of precautions against the spread of such diseases. DDTN cannot compel your DENTIST to be tested for HIV or to disclose test results to DDTN or to you. DDTN informs its PARTICIPATING DENTISTS about the need for clinical safety measures as recommended by health authorities on this issue. If you have questions about your DENTIST'S health status or use of recommended clinical safety measures, you should discuss them with your DENTIST.

DDTN is not liable for any injuries or damages suffered due to the actions of any provider. DDTN is not liable for a DENTIST's refusal or failure to provide services.

5.02 CLINICAL EXAMINATION. Before approving a claim, DDTN may obtain from any DENTIST or hospital such information and records DDTN may require to administer the BENEFITS. DDTN may require a MEMBER be examined by a dental consultant, retained by DDTN, in or near his community or residence. Such information and records will be kept confidential.

5.03 CLAIM FOR BENEFITS. To make a claim for BENEFITS, the CLAIM FORM must be properly completed and submitted to DDTN or its designated agent. Electronic claims may be accepted. The DENTIST must maintain the supporting documentation. CLAIM FORMS should be sent to:

Delta Dental
P O Box 9085
Farmington Hills, MI 48333-9085

5.04 PREDETERMINATION. A DENTIST may file a CLAIM FORM showing the services he or she recommends. DDTN then will predetermine the BENEFITS payable under this CONTRACT. Payment will only be made for predetermined services if the MEMBER remains eligible and has not exceeded his or her annual maximum BENEFITS. A CLAIM FORM requesting a predetermination may be submitted electronically.

5.05 PROOF OF LOSS. Proof of loss must be furnished to DDTN within 15 months after completion of treatment for which BENEFITS are payable. Any claim filed after this period will be denied.

5.06 FIRST AND SECOND LEVEL REVIEW OF CLAIMS DENIAL. After a claim is processed, DDTN will send an Explanation of Benefits (EOB) to the SUBSCRIBER. If any payment for services was denied, the EOB will give the reason why. A SUBSCRIBER has 180 days after receiving an EOB to request a first level review. All requests for review must be submitted to DDTN in writing. All requests for review must give reasons the denial was wrong. The SUBSCRIBER may also ask to look at any records to aid his or her review. DDTN will make a review and may ask for more documents if needed. Unless unusual circumstances arise, a decision will be sent to the subscriber within 30 days after DDTN receives the request for review.

If the SUBSCRIBER does not agree with the first level review decision, he or she may refer the request for review to the Professional Relations Advisory Committee of DDTN. This second level review must be in writing and received by DDTN within a reasonable time after the SUBSCRIBER receives the first level review decision. Unless unusual circumstances arise, a decision will be sent to the SUBSCRIBER within 30 days after DDTN receives the request for second level review.

If the subscriber does not agree with the second level review decision, he or she may file civil action in court.

5.07 TERMINATION OF BENEFITS ON LOSS OF ELIGIBILITY. DDTN will not pay BENEFITS for any services received by a patient who is not eligible at the time of treatment. SUBSCRIBER will repay DDTN for any payments made because of errors or delays in reporting required of the SUBSCRIBER.

5.08 TO WHOM BENEFITS ARE PAID. BENEFITS provided under this CONTRACT will be paid as follows:

- a) For services provided by a PARTICIPATING DENTIST, payment will be made to the PARTICIPATING DENTIST.
- b) For services provided by a NON-PARTICIPATING DENTIST, payment will be made to SUBSCRIBER. Payment may be assigned to the DENTIST.

ARTICLE 6. GENERAL PROVISIONS

6.01 ENTIRE CONTRACT: CHANGES. This CONTRACT, including Schedules, the Application, Declaration Page and any Endorsements or Amendments issued by DDTN make up the entire agreement between the parties. No agent has authority to change this CONTRACT. No agent has authority to waive any of its provisions. No change in this CONTRACT will be valid unless made in writing and issued by DDTN.

6.02 SEVERABILITY. If any part of this CONTRACT or any amendment is found to be illegal, void or not enforceable, all other portions will remain in full force and effect.

6.03 CONFORMITY WITH STATE LAWS. The laws of the State of Tennessee will govern this CONTRACT. Any part of this CONTRACT which, on its EFFECTIVE DATE, conflicts with the laws of Tennessee is hereby amended to conform to the minimum requirements of such laws.

6.04 LEGAL ACTIONS. No action at law or in equity will be brought before 60 days after proof of loss has been filed as required by this CONTRACT. Any action must be brought within 3 years from the time proof of loss is required by this CONTRACT. In any case, action may only be brought after a MEMBER has exercised all the review and appeal rights to be had under this CONTRACT.

6.05 CHOICE OF JURISDICTION. All litigation related to the terms or conditions of this CONTRACT will be in a court of competent jurisdiction in Davidson County, Tennessee.

6.06 APPLICATION CONFLICTS. The terms of the CONTRACT, Schedules of Benefits and Declaration Page, along with any Amendments or Endorsements issued by DDTN, will, in all cases, be controlling. In the case of a conflict with the SUBSCRIBER Application, the CONTRACT, Schedules of Benefits and Declaration Pages along with any Amendments or Endorsements issued by DDTN will govern.

6.07 PROFESSIONAL RELATIONSHIP. SUBSCRIBER and DDTN agree to permit and encourage the professional relationship between DENTIST and patient to be maintained without interference.

6.08 NOTICE: WHERE DIRECTED. All notices under this CONTRACT must be in writing. Notices for DDTN will be addressed to:

Delta Dental of Tennessee
Greenwood Service Center
1405 West County Line Road, Ste. C
Greenwood, IN 46142

Notices to the SUBSCRIBER will be sent to the address shown on the Declaration Page. All notices will be effective 48 hours after deposit in the United States mail with fully prepaid postage. If agreed to in writing by SUBSCRIBER, DDTN may send notices electronically to the electronic mail address listed on the SUBSCRIBER application or other electronic mail address as requested by the SUBSCRIBER.

6.09 RIGHT TO RECOVERY. DDTN will have the right to recover any BENEFITS greater than the maximum amount of allowable BENEFITS. DDTN will recover the excess from any persons to whom the payment was made, insurance companies or other parties involved. Any MEMBER covered under this CONTRACT will execute and deliver any necessary documents and do whatever is needed to secure such rights to DDTN.

6.10 SUBROGATION. DDTN assumes the MEMBER'S legal rights to recovery for payment for dental services the patient required because of the action or fault of another. DDTN has the right to recover from the MEMBER any payments made by or for the other party. In such cases, DDTN has the right to recover amounts equal to the BENEFITS paid by DDTN plus all collection cost.

DDTN has the right to make the recovery by suit, settlement or otherwise from the person who caused the dental problem or injury. Such recovery may be from the other person, his or her insurance company, or any other source such as third party motorist coverage. Such recovery from a judgment must be for medical expenses.

The MEMBER must help DDTN make a recovery. They must give requested information and sign needed papers. DDTN will be entitled to any recovery received by the MEMBER. DDTN will be entitled to reasonable and necessary attorney's fees and court costs.

6.11 AMENDMENTS. This CONTRACT may be amended or canceled by agreement between DDTN and SUBSCRIBER.

6.12 COLLECTIONS. Should any payment owed DDTN by SUBSCRIBER be due for more than 30 days, DDTN may pursue any and all collection efforts it deems necessary to collect such payment. SUBSCRIBER will be responsible for all cost of such collection efforts including but not limited to collection fees, court cost and reasonable legal fees.

6.13 SUBCONTRACTOR(S) AND AGENT(S). DDTN may subcontract certain functions or appoint an agent or agents to act on DDTN's behalf and fulfill expressed, limited duties under this contract. Such agent(s) have no authority to change or modify this agreement.

6.14 SUBSCRIBER APPLICATION. No statement by the SUBSCRIBER in the Application for Dental Coverage shall void this CONTRACT or be used in legal proceedings, unless the Application or exact copy is included in or attached to this CONTRACT.

ARTICLE 7. RENEWAL AND CANCELLATION

7.01 At the end of CONTRACT TERM, DDTN must give the SUBSCRIBER 30 days notice of any change of PREMIUM or BENEFITS. Such notice will renew the CONTRACT unless SUBSCRIBER provides written notice of cancellation.

7.02 This CONTRACT may be canceled only as follows:

- a) By SUBSCRIBER with at least 15 days prior written notice at the end of a CONTRACT TERM.
- b) By DDTN with at least 30 days prior written notice at the end of a CONTRACT TERM.
- c) By DDTN, if SUBSCRIBER:
 - 1) does not pay PREMIUM, as required by ARTICLE 2; or
 - 2) misrepresents any information required in the CONTRACT or on the Application for Dental Coverage; or

7.03 DDTN must give SUBSCRIBER at least 10 days written notice to cancel the CONTRACT because SUBSCRIBER did not pay PREMIUM. Such notice shall allow a 30 day grace period from the PREMIUM due date. Cancellation for any other reason requires 30 days written notice.

If the CONTRACT is canceled, SUBSCRIBER will owe DDTN all unpaid PREMIUMS due prior to cancellation. SUBSCRIBER must pay DDTN PREMIUMS through the cancellation date within 10 days of cancellation. DDTN may collect the greater of any unpaid premium or the reimbursement for any claim payments made. DDTN may also collect a service fee equal to 12% of the claim payments.

7.04 DDTN will not continue to pay BENEFITS for services performed after the cancellation date of this CONTRACT.

ARTICLE 8. ATTACHMENTS

These documents are attached to this CONTRACT and made a part of it:

SCHEDULE A - SCHEDULE OF BENEFITS, LIMITATIONS AND EXCLUSIONS.

SCHEDULE C - ELIGIBILITY AND ENROLLMENT

Application for Dental Coverage (if applicable)

Declaration Page

SERFF Tracking #:	DDTN-129057754	State Tracking #:	H-130814	Company Tracking #:	
State:	Tennessee	Filing Company:	Delta Dental of Tennessee		
TOI/Sub-TOI:	H10I Individual Health - Dental/H10I.000 Health - Dental				
Product Name:	Exchange Certified Individual Pediatric Dental				
Project Name/Number:	/				

Rate Information

Rate data applies to filing.

Filing Method:

Rate Change Type:

Neutral

Overall Percentage of Last Rate Revision:

%

Effective Date of Last Rate Revision:

Filing Method of Last Filing:

Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Delta Dental of Tennessee	%	%				%	%

State:	Tennessee	Filing Company:	Delta Dental of Tennessee
TOI/Sub-TOI:	H10I Individual Health - Dental/H10I.000 Health - Dental		
Product Name:	Exchange Certified Individual Pediatric Dental		
Project Name/Number:	/		

Rate/Rule Schedule

Item No.	Schedule Item Status	Document Name	Affected Form Numbers (Separated with commas)	Rate Action	Rate Action Information	Attachments
1		Rate Template		New		Rate Tables Template.zip,
2		Rating Rules		New		Rating Business Rules Template.xls,

SERFF Tracking #:	DDTN-129057754	State Tracking #:	H-130814	Company Tracking #:	
State:	Tennessee	Filing Company:	Delta Dental of Tennessee		
TOI/Sub-TOI:	H10I Individual Health - Dental/H10I.000 Health - Dental				
Product Name:	Exchange Certified Individual Pediatric Dental				
Project Name/Number:	/				

Attachment Rate Tables Template.zip is not a PDF document and cannot be reproduced here.

Attachment Rating Business Rules Template.xls is not a PDF document and cannot be reproduced here.

SERFF Tracking #:	DDTN-129057754	State Tracking #:	H-130814	Company Tracking #:	
State:	Tennessee	Filing Company:	Delta Dental of Tennessee		
TOI/Sub-TOI:	H10I Individual Health - Dental/H10I.000 Health - Dental				
Product Name:	Exchange Certified Individual Pediatric Dental				
Project Name/Number:	/				

Supporting Document Schedules

Bypassed - Item:	Cover Letter Accident & Health
Bypass Reason:	All pertinent information included in the filing description
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	Description of Variables
Comments:	Plan/Benefit Template
Attachment(s):	plan_management_data_templates_plans_benefits.xlsm
Item Status:	
Status Date:	
Bypassed - Item:	Filing Fees
Bypass Reason:	No fee required
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	Readability Certification
Comments:	Individual Certification Letter
Attachment(s):	Individual Certification Letter.pdf
Item Status:	
Status Date:	
Bypassed - Item:	Third Party Authorization
Bypass Reason:	We are not a third party filer.
Attachment(s):	
Item Status:	
Status Date:	

State:	Tennessee	Filing Company:	Delta Dental of Tennessee
TOI/Sub-TOI:	H10I Individual Health - Dental/H10I.000 Health - Dental		
Product Name:	Exchange Certified Individual Pediatric Dental		
Project Name/Number:	/		

Satisfied - Item:	Actuarial Memorandum A & H Certification - Individual
Comments:	Actuarial memorandum and rate development sheets for individual exchange certified products on and off the exchange.
Attachment(s):	A_DDPTN Ind EHB Cert Exchange Act Memo - 2014 (Revised on 6-3-13).pdf AA_DDPTN Exchange Products - 2014 Exhibits (Revised on 6-3-2013).pdf B_DDPTN Indiv Ped Only EHB Cert Act Memo - 2014 (Revised on 6-3-13).pdf BB_DDPTN Off-Exchange Individual Pediatric Product - 2014 Exhibits (Revised....pdf
Item Status:	
Status Date:	

Bypassed - Item:	Accident & Health - Individual New Rates
Bypass Reason:	Rates filed under the rate tab
Attachment(s):	
Item Status:	
Status Date:	

SERFF Tracking #:	DDTN-129057754	State Tracking #:	H-130814	Company Tracking #:	
State:	Tennessee	Filing Company:	Delta Dental of Tennessee		
TOI/Sub-TOI:	H10I Individual Health - Dental/H10I.000 Health - Dental				
Product Name:	Exchange Certified Individual Pediatric Dental				
Project Name/Number:	/				

Attachment plan_management_data_templates_plans_benefits.xlsm is not a PDF document and cannot be reproduced here.

June 4, 2013

Victoria Stotzer
Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243-1130

Re: Individual Stand Alone Exchange Certified Pediatric Dental Plan

Dear Ms. Stotzer:

The purpose of this letter is to certify that the following forms meet the minimum reading ease score on the Flesch Reading Ease Test:

Form	Description
22384TN001/003 Individual 2014	Individual Contract

Should you have any questions or require additional information, please contact me directly.

Sincerely,



Jay Reavis
Vice President,
Sales, Account Management, and Underwriting

Delta Dental Plan of Tennessee (DDPTN)
Actuarial Memorandum
Delta Dental Individual, EHB Certified (Exchange)
Product ID 22384TN0001

Scope & Purpose

The purpose of this filing is to

- 1) Comply with the Tennessee state statutes governing health insurance rate and form filings.
- 2) Request approval of initial rates for two plans under the Delta Dental Individual, EHB Certified (Exchange) Product.

Federal Law requires Individuals to reasonably obtain coverage for each Essential Health Benefit (EHB) for Pediatric dental benefits. As a stand-alone Dental carrier, DDPTN is filing this document to demonstrate and certify that the benefits for qualified dependents will conform to the minimum level of the Essential Health Benefits for Pediatric dental. For the state of Tennessee, the modeled essential health benefit plan was the Federal Employee Dental and Vision Insurance Program (FEDVIP). Included in the attached Exhibits are the plan designs and proposed rates for the EHB Compliant Pediatric dental plans.

Proposed Effective Date

The requested rates will be effective for new business as of 01/01/2014.

Applicability

Under this form, the EHB pediatric coverage will apply to all individuals who qualify for pediatric coverage under State law. Non-EHB benefits will be available for all other individuals as specified in the policy.

History of Rate Adjustments

This is a new product filing. No rate adjustment history is available.

Product Description

Description of Benefits

Individual dental benefits are provided by this coverage. Please see Exhibit 1 for a brief description of the plans available under this form.

Coverage for certain services may have time or frequency limitations. Examples: coverage for some diagnostic and preventive services may be limited to one or two times per year, replacement of crowns and prosthetics may be restricted to five or seven years. Additional details with regard to standard types of benefit provisions are given in the policies. Benefits are to be paid on a fee for service basis.

Renewability Clause

These policies are conditionally renewable.

Marketing Method

This product will be available for purchase on the Tennessee Individual Exchange.

Underwriting

These plans will not use individual health status underwriting. The primary intention of underwriting will be to establish the attained age of the insured, the number of dependents to be covered and the region of residence for the purpose of applying the appropriate rates.

Premium Classes

Premium rates will vary according to the following:

1. Plan Design

The differences in the plans are the:

- Coinsurance percentages
- Maximum payments (plan maximum for adults or out-of-pocket maximum for children)

2. Individual Characteristics

- Rates are displayed per member, unless number of children per contract exceeds 3, in which case the rate is simply 3 times the child rate.
- Attained age of the insured upon issue and renewal into the following age classes:
 - 0-24
 - 25-34
 - 35-44
 - 45-54
 - 55+

Issue Age Range

There are no issue age limits for this product.

Premium Modalization Rules

Monthly premiums are calculated for one-year contracts. Annual payments, equal to the monthly premium multiplied by 12, will also be accepted.

Distribution of Business

We expect the following distribution of business in the future:

Ages 0-24	20%
Ages 25-34	10%
Ages 35-44	20%
Ages 45-54	30%
Ages 55 and Older:	20%

Rate Development

Adult plans

The adult rates were developed using submitted data from the Delta Dental of Tennessee and affiliate plans claims systems from January 1, 2012 – December 31, 2012 for patients that had services completed within the state of Tennessee. The claims data was aggregated and normalized by age to account for the demographics of the population. The product benefit designs were then applied to the transformed data to incorporate utilization impacts. Cost sharing provisions were then applied to the model to account for changes in coinsurance, deductibles, and maximums. Finally, the claims costs were trended forward to the projection period.

Pediatric Dental (EHB compliant)

For the EHB compliant pediatric dental plan, the 2014 rates were developed using a pricing model that also doubled as an Actuarial Value (AV) calculator. This model was calibrated using submitted data from January 1, 2012 – December 31, 2012 for the pediatric population. Using a similar method as the adult rate development, the pediatric rates were developed using actual claims data within the state of Tennessee.

For the state of Tennessee, the modeled essential health benefit plan was the FEDVIP program. Any material changes in benefit designs (such as the frequency of allowed services or maximum out of pocket amounts) were included and incorporated in the rate development. High (85% AV) and Low (70% AV) plan designs were created based on the selected benchmark, based on sound actuarial principles.

Mortality

Mortality has no impact on dental plan utilization beyond loss of eligibility and, therefore, has no bearing on the development of rates. Projections of future premiums and claims will assume no mortality.

Persistency

Based on the experience of this product, we expect to renew about 85% of subscribers. This assumption has little impact on the rates proposed.

Pricing Assumptions

Trend Assumption

The trend assumption used in the development of the rates is 3.50% per year. The claims trend is based upon regional claims experience provided by Delta Dental of Tennessee and affiliate plans. The Consumer Price Index for Urban Users (CPI-U) reports a 2.3% trend for Dental Services in 2012. The 2013 Segal Health Plan Cost Trend Survey projects a 4.0% claim trend for similar FFS/Indemnity Dental Plans.

Expenses

Total administrative expenses for this form, including commissions, exchange fees, taxes (state and federal), and margin (risk and profit), are expected to be approximately 26%.

Please see Exhibit 1 for the administrative expense percentages for this state by plan.

Contingency and Risk Margins

Risk margins of 1.5% are included in these rates, along with a 1% profit margin.

Projected Index Rate for EHB compliant Pediatric Dental plans

The projected index rate is the expected claims cost for the EHB compliant pediatric dental product.

The projected Index rate for the 85% AV pediatric dental plan is \$26.48

The projected Index rate for the 70% AV pediatric dental plan is \$21.04

These products are subject to 45 CFR Part 156.80(d).

Projected Loss Ratio experience

Statewide Results

Lifetime Loss Ratio	74.1%
Future Loss Ratio	74.1%
Minimum Loss Ratio	55.0%

Note that the expected lifetime and expected future loss ratios exceed the minimum required loss ratio.

Experience

No experience is available since this is a new product filing.

Reserves

Claims Liability and Reserves

Unpaid claims liabilities are calculated using the development method. This method is commonly used by health actuaries for calculations of this type. All calculations are performed in a manner consistent with relevant actuarial standards of practice (including ASOP No. 5, Incurred Health and Disability Claims and ASOP No. 23, Data Quality).

Active Life Reserves

Where appropriate, DDPTN will hold unearned premium reserves (for policy owners who pay annually) and contract reserves (for policies subject to waiting periods).

Actuarial Certification

I, Kevin Sule, am a member of the American Academy of Actuaries and meet its qualification standards to render the actuarial opinion contained herein. To the best of my knowledge and judgment:

1. The premium rates filed are reasonable in relation to the benefits provided and are not excessive, inadequate, or unfairly discriminatory.
2. The premiums are based on sound actuarial principles.
3. The rates produced are reasonable related to the applicable coverage and characteristics of the anticipated class of enrollees.
4. The Index rate is in compliance with applicable State and Federal statutes, in particular with 45 CFR 156.80(d)(1)
5. The Actuarial Value (AV) calculator that was used for a stand-alone dental plan to generate the EHB compliant Pediatric Dental plans was developed in accordance with generally accepted actuarial principles and methodologies.
6. The premium rates filed were prepared in conformity with Actuarial Standards of Practice.
7. The premium rates are in compliance with the applicable laws, rules, and guidelines of the state of Tennessee.



Kevin Sule, FSA, MAAA
June 3rd, 2013

Exhibit 1
Delta Dental Plan of Tennessee (DDPTN)
Delta Dental Individual Dental, EHB Certified (Exchange)
Product ID 22384TN0001
Plan Design and Rate Summary for Tennessee

<u>Plan Description</u>	Certified High Plan		Certified Low Plan	
		85% AV		70% AV
Service Class:	Adult	Pediatric	Adult	Pediatric
Preventative & Diagnostic	100%	100%	90%/80%*	90%/80%*
Emergency Palliative Treatment	100%	100%	90%/80%*	90%/80%*
Radiographs - Bitewings	100%	100%	90%/80%*	90%/80%*
Radiographs - All other	100%	100%	90%/80%*	90%/80%*
Periodontal Prophylaxes	90%/70%*	90%/70%*	60%/50%*	60%/50%*
Denture Repair, Rebase, Relining	90%/70%*	90%/70%*	60%/50%*	60%/50%*
Oral Surgery	90%/70%*	90%/70%*	60%/50%*	60%/50%*
Minor Restorative	90%/70%*	90%/70%*	60%/50%*	60%/50%*
Periodontics	90%/70%*	90%/70%*	60%/50%*	60%/50%*
Endodontics	90%/70%*	90%/70%*	60%/50%*	60%/50%*
Major Restorative	50%	50%	50%	50%
Prosthodontics	50%	50%	50%	50%
Medically Necessary Orthodontia	N/A	50%	N/A	50%
Deductible	\$50	\$50	\$50	\$50
Plan Maximum	\$1,000	N/A	\$1,000	N/A
Maximum Out of Pocket**	N/A	\$700/\$1400	N/A	\$700/\$1400
<u>Proposed Monthly Rates</u>	January 1, 2014 Effective Date		January 1, 2014 Effective Date	
Ages 0-24 Rate Per Person	\$35.41		\$28.82	
Ages 25-34 Rate Per Person	\$25.13		\$20.51	
Ages 35-44 Rate Per Person	\$27.09		\$22.11	
Ages 45-54 Rate Per Person	\$33.73		\$27.54	
Ages 55+ Rate Per Person	\$40.69		\$33.21	
Administrative Cost	25.22%		26.99%	

*In Network/Out of Network

**Maximum out-of-pocket amount per Child/Family

Delta Dental Plan of Tennessee (DDPTN)
Actuarial Memorandum
Delta Dental Individual Pediatric-Only, EHB Certified
Product ID 22384TN003

Scope & Purpose

The purpose of this filing is to

- 1) Comply with the Tennessee state statutes governing health insurance rate and form filings.
- 2) Request approval of initial rates for two plans under the Delta Dental Individual Pediatric-Only, EHB Certified Product.

Federal Law requires Individuals to reasonably obtain coverage for each Essential Health Benefit (EHB) for Pediatric dental benefits. As a stand-alone Dental carrier, DDPTN is filing this document to demonstrate and certify that the benefits for qualified dependents will conform to the minimum level of the Essential Health Benefits for Pediatric dental. For the state of Tennessee, the modeled essential health benefit plan was the Federal Employee Dental and Vision Insurance Program (FEDVIP). Included in the attached Exhibits are the plan designs and proposed rates for the EHB Compliant Pediatric dental plans.

Proposed Effective Date

The requested rates will be effective for new business as of 01/01/2014.

Applicability

Under this form, the EHB pediatric coverage will apply to all individuals who qualify for pediatric coverage under State law.

History of Rate Adjustments

This is a new product filing. No rate adjustment history is available.

Product Description

Description of Benefits

Individual dental benefits are provided by this coverage. Please see Exhibit 1 for a brief description of the plans available under this form.

Coverage for certain services may have time or frequency limitations. Examples: coverage for some diagnostic and preventive services may be limited to one or two times per year, replacement of crowns and prosthetics may be restricted to five or seven years. Additional details with regard to standard types of benefit provisions are given in the policies. Benefits are to be paid on a fee for service basis.

Renewability Clause

These policies are conditionally renewable.

Marketing Method

This product is available for sale through agents, associations, brokers, and direct contact by staff representatives. This product will not be available on the Exchange on 01/01/2014.

Underwriting

These plans will not use individual health status underwriting. The primary intention of underwriting will be to establish the attained age of the insured, the number of children to be covered and the region of residence for the purpose of applying the appropriate rates.

Premium Classes

Premium rates will vary according to the following:

1. Plan Design

The differences in the plans are the:

- Coinsurance percentages

2. Individual Characteristics

- Region of insured's residence
- Rates are displayed per member, unless number of children per contract exceeds 3, in which case the rate is simply 3 times the child rate.

Issue Age Range

Since this is a pediatric only product, the issue age limits for this product are defined as set forth in the states definition of the pediatric policy.

Premium Modalization Rules

Monthly premiums are calculated for one-year contracts. Annual payments, equal to the monthly premium multiplied by 12, will also be accepted.

Distribution of Business

We expect the following distribution of business in the future:

Certified High Plan	60%
Certified Low Plan	40%

Rate Development

Pediatric Dental (EHB compliant)

For the EHB compliant pediatric dental plan, the 2014 rates were developed using a pricing model that also doubled as an Actuarial Value (AV) calculator. This model was calibrated using submitted data from the Delta Dental of Tennessee and affiliate plans claims system from January 1, 2012 – December 31, 2012 for patients that had services completed within the state of Tennessee. The product benefit designs were then applied to the transformed data to incorporate utilization impacts. Cost sharing provisions were then applied to the model to account for changes in coinsurance, deductibles, and maximums. Finally, the claims costs were trended forward to the projection period.

For the state of Tennessee, the modeled essential health benefit plan was the FEDVIP program. Any material changes in benefit designs (such as the frequency of allowed services or maximum out of pocket amounts) were included and incorporated in the rate development. High (85% AV) and Low (70% AV) plan designs were created based on the selected benchmark, based on sound actuarial principles.

Mortality

Mortality has no impact on dental plan utilization beyond loss of eligibility and, therefore, has no bearing on the development of rates. Projections of future premiums and claims will assume no mortality.

Persistency

Based on the experience of this product, we expect to renew about 90% of subscribers. This assumption has little impact on the rates proposed.

Pricing Assumptions

Trend Assumption

The trend assumption used in the development of the rates is 3.50% per year. The claims trend is based upon regional claims experience provided by Delta Dental of Tennessee and affiliate plans. The Consumer Price Index for Urban Users (CPI-U) reports a 2.3% trend for Dental Services in 2012. The 2013 Segal Health Plan Cost Trend Survey projects a 4.0% claim trend for similar FFS/Indemnity Dental Plans.

Expenses

Total administrative expenses for this form, including commissions, taxes (state and federal), and margin (risk and profit), are expected to be approximately 23%.

Please see Exhibit 1 for the administrative expense percentages for this state by plan.

Contingency and Risk Margins

Risk margins of 1.5% are included in these rates, along with a 1% profit margin.

Projected Index Rate for EHB compliant Pediatric Dental plans

The projected index rate is the expected claims cost for the EHB compliant pediatric dental product.

The projected Index rate for the 85% AV pediatric dental plan is \$24.96

The projected Index rate for the 70% AV pediatric dental plan is \$19.90

These products are subject to 45 CFR Part 156.80(d).

Projected Loss Ratio experience

Statewide Results

Lifetime Loss Ratio	76.7%
Future Loss Ratio	76.7%
Minimum Loss Ratio	55.0%

Note that the expected lifetime and expected future loss ratios exceed the minimum required loss ratio.

Experience

No experience is available since this is a new product filing.

Reserves

Claims Liability and Reserves

Unpaid claims liabilities are calculated using the development method. This method is commonly used by health actuaries for calculations of this type. All calculations are performed in a manner consistent with relevant actuarial standards of practice (including ASOP No. 5, Incurred Health and Disability Claims and ASOP No. 23, Data Quality).

Active Life Reserves


Where appropriate, DDPTN will hold unearned premium reserves (for policy owners who pay annually) and contract reserves (for policies subject to waiting periods).

Actuarial Certification

I, Kevin Sule, am a member of the American Academy of Actuaries and meet its qualification standards to render the actuarial opinion contained herein. To the best of my knowledge and judgment:

1. The premium rates filed are reasonable in relation to the benefits provided and are not excessive, inadequate, or unfairly discriminatory.
2. The premiums are based on sound actuarial principles.

3. The rates produced are reasonable related to the applicable coverage and characteristics of the anticipated class of enrollees.
4. The Index rate is in compliance with applicable State and Federal statutes, in particular with 45 CFR 156.80(d)(1)
5. The Actuarial Value (AV) calculator that was used for a stand-alone dental plan to generate the EHB compliant Pediatric Dental plans was developed in accordance with generally accepted actuarial principles and methodologies.
6. The premium rates filed were prepared in conformity with Actuarial Standards of Practice.
7. The premium rates are in compliance with the applicable laws, rules, and guidelines of the state of Tennessee.

A handwritten signature in black ink, appearing to read "K Sule".

Kevin Sule, FSA, MAAA
June 3rd, 2013

Exhibit 1
Delta Dental Plan of Tennessee
Delta Dental Individual Pediatric-Only, EHB Certified
Product ID 22384TN003
Plan Design and Rate Summary for Tennessee

<u>Plan Description</u>	Certified High Plan	Certified Low Plan
Service Class:	85% AV	70% AV
Preventative & Diagnostic	100%	100%/70%*
Emergency Palliative Treatment	100%	100%/70%*
Radiographs - Bitewings	100%	100%/70%*
Radiographs - All other	100%	100%/70%*
Periodontal Prophylaxes	80%	50%
Denture Repair, Rebase, Relining	80%	50%
Oral Surgery	80%	50%
Minor Restorative	80%	50%
Periodontics	80%	50%
Endodontics	80%	50%
Major Restorative	50%	50%
Prosthodontics	50%	50%
Medically Necessary Orthodontia	50%	50%
Deductible	\$50	\$50
Plan Maximum	N/A	N/A
Maximum Out of Pocket**	\$700/\$1400	\$700/\$1400
<u>Proposed Monthly Rates</u>	January 1, 2014 Effective Date	January 1, 2014 Effective Date
1 Child	\$32.21	\$26.32
2 Children	\$64.42	\$52.64
3+ Children	\$96.63	\$78.96
Administrative Cost	22.49%	24.40%

*In Network/Out of Network

**Maximum out-of-pocket amount per Child/Family